

ATTACHMENT J

MOTOR FUEL STATION LEASE

THIS IS A LEASE dated August 1, 1982, between
 SHELL OIL COMPANY, a Delaware corporation with offices at _____
511 N. Brookhurst Street in Anaheim, California 92803
 ("Shell"), and Charles Abrams
 of 10112 Rosshury Place in Los Angeles, CA 90034
 _____ ("Lessee").

THIS LEASE includes Exhibit A and any one or more of the documents checked below and attached hereto:

- ☐ Car Wash Addendum
- ☐ _____ Addendum (Motor Fuel Station Lease)
 (Specify state)
- ☐ _____

The provisions of Exhibit A and any Addendum hereto shall control to the extent of any conflict between such provisions and the body of this Lease.

1. DEFINITIONS. As used in this Lease, whether in the singular or plural:

(a) alteration shall mean any addition or change to, or modification, removal or replacement of, any building, improvement or equipment on the Premises;

(b) business entity shall mean any legal entity which is not a natural person, including, without limitation, a partnership, corporation, trust, estate or association;

(c) expiration shall mean the coming to an end of the term specified in article 3, or any extension thereof provided in article 14 or otherwise agreed to in writing by Shell and Lessee;

(d) law shall mean any applicable statute, constitution, ordinance, regulation, rule, administrative order or other requirement of any Federal, state or local government agency or authority, which, unless otherwise specified herein, is in effect either at the time of the execution of this Lease or any other time during the term;

(e) maintenance shall mean, unless the context otherwise indicates, maintenance, repairs, replacement, inspection, repainting and cleaning;

(f) nonrenewal shall mean a failure by Shell to continue or extend this Lease at the conclusion of the term specified in article 3, or of any extension thereof provided in article 14 or otherwise agreed to in writing by Shell and Lessee;

(g) Premises shall mean collectively: the land owned or leased by Shell at the location identified in article 2, to the extent occupied for use as an automobile service station or motor fuel dispensing station, as designated in article 5.1, on the date of this Lease, or to be so occupied upon completion of such designated station which is proposed or under construction on the date of this Lease, and the buildings, improvements and equipment now or hereafter comprising the station on the land; and

(h) termination shall mean the ending of the term for any reason before expiration, as defined herein.

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2. LEASE. Shell hereby leases to Lessee, and Lessee hereby leases from Shell, the Premises located at 3801 W. Sepulveda, Culver City, CA 90230. Subject to article 6.2, Lessee acknowledges that the Premises are in good and safe condition and repair. Shell shall have the right from time to time, without liability to Lessee, to make alterations of the Premises, but any such alteration shall not unreasonably interfere with or restrict the use for which the Premises are herein leased.

3. TERM. This lease shall be in effect for the term beginning on August 1, 1982, and ending on July 30, 1984, unless extended pursuant to article 14 or otherwise by written agreement, but may be terminated by Lessee at any time by giving Shell at least 90 days' notice, or may be terminated by Shell as provided in the succeeding articles hereof.

4. RENT. Lessee shall pay Shell, as rent for each calendar month, without deduction, set off, notice or demand, the sum specified in the following schedule, in advance not later than the first day of such month:

Period		Monthly Rent
From <u>8-1</u> , 19 <u>82</u> through <u>8-31</u> , 19 <u>82</u>		\$ <u>1.00</u>
From <u>9-1</u> , 19 <u>82</u> through <u>11-30</u> , 19 <u>82</u>		\$ <u>500.00</u>
From <u>12-1</u> , 19 <u>82</u> through <u>2-28</u> , 19 <u>83</u>		\$ <u>1,000.00</u>
From <u>3-1</u> , 19 <u>83</u> through <u>5-31</u> , 19 <u>83</u>		\$ <u>1,500.00</u>
<u>6-1</u> , <u>83</u> through <u>7-30</u> , <u>84</u>		\$ <u>2,250.00</u>

Rent for any period less than a calendar month shall be prorated. The rent for each month shall be delivered to Shell at its address specified for notices hereunder or mailed to Shell in sufficient time to be received by the rental due date at such address as may be provided by Shell to Lessee in writing from time to time.

5. USE.

5.1 General. The Premises shall be used for operation of the (check applicable provision below):

☐ automobile service station existing on the date of this Lease, or existing upon completion of any such station proposed or under construction on the date of this Lease, including the retail sale of petroleum products and automotive accessories, and minor repairs and services for motor vehicles.

☒ motor fuel dispensing station existing on the date of this Lease, or existing upon completion of any such station proposed or under construction on the date of this Lease, including the retail sale of petroleum products and carry-out automotive accessories, but excluding any automotive repairs or services except such incidental services as are normally provided to vehicles receiving motor fuel while at the motor fuel dispensing driveway area (such as checking oil and coolant levels and cleaning windshields).

5.2 Lessee's Efforts. Lessee shall devote Lessee's best efforts to preserve the value of the Premises for the foregoing authorized use by serving effectively the public's and consumer's needs, and, to assure that end, shall keep the station open for operation and fully illuminated at least 24 hours each day (from 12:01 A.M. to 11:59 P.M.). Such hours of operation shall be subject to adjustment if and as required by law.



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5.3 Use Prevented by Law. Either Shell or Lessee, at their respective options, may terminate this Lease on giving the other notice (or advance notice if and as required by law) if at any time any law shall operate or be enforced so as to prevent the continued use or occupancy of the Premises (either directly or by requiring specified alterations at a cost which is disproportionate to the value of the Premises for such continued use or occupancy) for the purposes for which such Premises were being used immediately prior to the effectiveness of such law or its enforcement, as the case may be.

5.4 Business Charges--Lawful Operations. Lessee shall satisfy all regulatory requirements and timely pay all charges incident to Lessee's use of the Premises and the business conducted thereon, including all Federal, state and local taxes and assessments (except ad valorem taxes on Shell's property), and license, permit, occupation and inspection taxes and fees, all water, sewer, waste disposal, gas, electricity, telephone and other utility charges (all meters and accounts for which shall be in Lessee's name unless Shell, in its discretion, directs otherwise), and all taxes on Lessee's property on the Premises; and if Lessee fails so to do, Shell may (but shall not be obligated to) pay the same and charge them to Lessee. Lessee shall not maintain or permit any animal or condition on the Premises which threatens the health, safety or well-being of customers. Lessee shall comply with all laws, licenses and permits relating to the Premises, or any use thereof or to any act or activity on the Premises including, without limitation, any such laws, licenses or permits pertaining to water and air pollution; and if Lessee fails timely to perform any obligation imposed on Lessee by any such laws, licenses or permits, Shell may (but shall not be obligated to) perform the same and charge the cost thereof to Lessee. Lessee shall not commit or permit any fraudulent or illegal act or activity or any consumption of intoxicating beverages or use of illegal drugs on the Premises.

5.5 Lessee Alterations. Lessee shall not make any alterations of the Premises without Shell's prior written consent, which consent shall not be unreasonably withheld. Any such alteration to which Shell may give its consent shall be made in accordance with plans and specifications and by a contractor approved by Shell, which approval shall not be unreasonably withheld. Except as otherwise agreed in writing by Shell, any alteration made by Lessee shall, at Shell's election, become a part of the Premises and the property of Shell. If Lessee should desire to alter any area of a motor fuel dispensing station for the purpose of operating the Premises other than as a motor fuel dispensing station, Lessee shall give Shell notice of its proposal to so alter the Premises at least 120 days prior to the effective date of the alteration. Shell shall not unreasonably withhold its consent to any such alteration, but may, as conditions for such consent, increase Lessee's rent hereunder to compensate Shell for the fair rental value of the altered Premises and require Lessee to restore the Premises to their condition existing prior to the proposed alteration upon the termination or expiration of this Lease. The terms of any such alteration shall be expressed in a written amendment of this Lease.

6. MAINTENANCE.

6.1 General. Subject to the following provisions of this article 6, Lessee shall at all times maintain the Premises (including adjacent sidewalks and driveways, easements and all landscaped areas) and Lessee's own property and equipment thereon in good condition and repair, and keep the same (including the rest rooms) neat, clean and orderly. To those ends and always promptly as needed, Lessee shall perform the maintenance to Shell's property (or any of Lessee's property) which is specified in Exhibit A hereto, including any such maintenance as may be required by law unless Shell is expressly required by the same or other law to bear the cost thereof; and if and whenever Lessee fails so to do, Shell may perform the same. Shell shall perform all other maintenance to Shell's property which Shell deems necessary or desirable, provided that Lessee gives Shell prompt notice of each such maintenance which Lessee deems necessary. As to any maintenance specified in Exhibit A which Lessee fails to perform, or as to any such other maintenance concerning which Lessee fails to give Shell the above-required notice, or which is necessitated, either partly or solely, by any negligent or otherwise wrongful act or omission of Lessee or Lessee's employees:

Shell may charge to Lessee its actual cost of performing such maintenance, or, in lieu of performing the same, may charge to Lessee what would have been the reasonable cost thereof. If the Premises are made substantially unfit for the intended use hereunder by any cause, either Shell or Lessee may terminate this Lease by giving the other notice (or advance notice if and as required by law) within 60 days after such unfitness commences. Shell may enter the Premises at any time for the purposes of inspecting the same (including the pump meters), gauging and testing tanks, performing maintenance and making alterations. Lessee shall not be released of any obligation for maintenance by the termination or expiration of this Lease.

6.2 Initial Maintenance. Within 10 days after the beginning date of the term of this Lease, Lessee may provide Shell a written statement of any maintenance for which Shell or any previous lessee (other than Lessee herein or any third party through whom Lessee claims an interest hereunder) may be responsible, and the preceding provisions of this article 6 shall apply to such maintenance. Lessee shall be responsible for any maintenance required on such beginning date regarding which Lessee fails to give Shell notice as above provided, and Shell shall be released of all responsibility therefor.

7. INDEMNITY--REPORTS. Lessee shall defend and indemnify Shell, its employees and agents, against all claims, suits, loss, liability and expenses on account of injury or death of persons (including Lessee and Lessee's employees and including injury to personal rights or relations) or damage to property (except Shell property as to maintenance for which Shell is responsible under article 6), or for liens on the Premises, caused by or happening in connection with the Premises (including adjacent sidewalks and driveways) or the condition, maintenance, possession or use thereof or the operations thereon; except any such injury, death or damage which has resulted solely from (a) the active negligence of Shell without any fault or negligence of Lessee or Lessee's employees or agents or (b) defects in Shell products not caused or contributed to by any fault or negligence of Lessee or Lessee's employees or agents. Within 24 hours after every occurrence of any such injury, death or damage, or the imposition of any such lien, Lessee shall report the same to Shell by telephone and shall thereafter promptly confirm the same by notice, including all circumstances thereof known to Lessee or Lessee's employees. Lessee shall further cooperate with Shell in its investigation and defense of any claims or suit involving Shell hereunder.

8. INSURANCE. During the term of this Lease, Lessee shall maintain in effect at Lessee's expense with respect to Lessee's operations at the Premises the following insurance or equivalent thereof:

- (a) legal liability insurance (including liability for fire and explosion) covering Lessee's liability for damage to or destruction of the Premises in the amount of the full insurable value of the Premises;
- (b) garage liability insurance (including liability for vehicles in Lessee's care, custody or control; products/completed operations; contractual obligations assumed in article 7 herein; and automobiles owned, non-owned or hired) with at least (1) a combined single limit for bodily/personal injury and property damage of \$500,000 per occurrence or, alternatively, (2) \$250,000 per person - \$500,000 per occurrence for bodily/personal injury and \$25,000 for property damage per occurrence; and
- (c) workers' compensation and employer's liability, in compliance with applicable state law.

Lessee shall, prior to the beginning date of the term of this Lease and when requested by Shell thereafter, provide Shell with evidence satisfactory to Shell showing that such insurance is in effect and will not be cancelled or materially changed without at least 15 days' prior written notice to Shell. Lessee shall further give Shell at least 15 days' prior notice if any such insurance will expire or lapse for any reason without being replaced by equivalent coverage.

9. ASSIGNMENT—SUBLEASING—ENCUMBRANCE.

9.1 General. This Lease is personal to Lessee. Except as otherwise provided in this article 9 or by law, Lessee shall not assign or encumber Lessee's interest in this Lease or in the Premises, or sublease all or any part of the Premises, or permit any other arrangement having similar effect of such an assignment or sublease, or permit any other person to occupy or use all or any part of the Premises, either voluntarily, involuntarily or by operation of law, without Shell's prior written consent, which consent shall not be unreasonably withheld. No consent to any assignment, sublease or encumbrance shall constitute a further waiver of the provisions of this article.

9.2 Particular Acts. Without limitation, each of the following acts shall be considered an assignment subject to article 9.1:

(a) The transfer of this Lease upon death of Lessee, whether by will or operation of law.

(b) Lessee becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act; or, if Lessee is a partnership or is composed of more than one person or business entity, if any partner of the partnership or any such person or business entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors or institutes a proceeding under the Bankruptcy Act; provided that, in any of the foregoing cases, Lessee or other affected party shall have 60 days in which to have an involuntary proceeding dismissed.

(c) A writ of attachment or execution is levied on this Lease and not removed by Lessee within 10 days.

(d) In any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Premises and such receiver is not removed within 60 days.

(e) If Lessee is a partnership, a withdrawal or change (voluntary, involuntary or by operation of law) of any partner, or the dissolution of the partnership.

(f) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization, or other arrangement having similar effect, or the sale or transfer of any of the capital stock of Lessee.

(g) If Lessee is composed of more than one person, any change of interest (voluntary, involuntary or by operation of law) of any such person.

10. TERMINATION BY SHELL—OTHER REMEDIES.

10.1 Termination. Subject to any limitations imposed by law, Shell may, at its option, terminate this Lease upon notice (or advance notice if and as required by law) to Lessee for any one or more of the following grounds:

(a) failure by Lessee to comply with any provision of this Lease, which provision is both reasonable and of material significance to the relationship hereunder;

(b) failure by Lessee to exert good faith efforts to carry out the provisions of this Lease;

(c) occurrence of an event which is relevant to the relationship hereunder and as a result of which termination of this Lease is reasonable, including events such as:

(1) fraud or criminal misconduct by Lessee relevant to the operation of the Premises;

- (2) declaration of bankruptcy or judicial determination of insolvency of Lessee;
- (3) continuing severe physical or mental disability of Lessee of at least three months' duration which renders Lessee unable to provide for the continued proper operation of the Premises;
- (4) loss of Shell's right to grant possession of the Premises through expiration of an underlying lease;
- (5) condemnation or other taking, in whole or in part, of the Premises pursuant to the power of eminent domain;
- (6) destruction (other than by Shell) of all or a substantial part of the Premises;
- (7) failure by Lessee to pay to Shell in a timely manner when due rent and all other sums to which Shell is legally entitled;
- (8) failure by Lessee to operate the Premises for seven consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time;
- (9) knowing failure of Lessee to comply with Federal, state or local laws or regulations relevant to the operation of the Premises;
- (10) conviction of Lessee of any felony involving moral turpitude; and
- (11) death of Lessee;

(d) if this Lease is for a term of at least three years, or Lessee was offered a term of at least three years, a determination is made by Shell in good faith and in the normal course of business to withdraw from marketing of motor fuel through retail outlets in the relevant geographic market area in which the Premises are located; and

(e) any other ground for which termination is provided for hereunder or otherwise allowed by law.

10.2 Other Remedies. Following any termination or the expiration of this Lease, (a) Shell may re-enter and repossess the Premises, without prejudice to any other rights or remedies provided hereunder or by law, and (b) Lessee shall peacefully surrender the Premises to Shell. As to any of Lessee's property which Lessee fails to remove from the Premises at the termination or expiration of this Lease, Shell shall have the right to sell all or any part of same for Lessee's account on such terms as Shell may desire, but with the rights in Shell to apply the proceeds of such sale, after reimbursing itself for the costs thereof, to the payment of any indebtedness of Lessee to Shell, and to purchase any or all such personal property. All sums due by Lessee to Shell under the provisions of this Lease shall be payable by Lessee to Shell on demand, and shall bear interest therefrom at the rate of 8% per annum (or lesser maximum rate permitted by law) until paid. Either party's right to require strict performance of the other's obligations hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

11. UNDERLYING ESTATES--CONDEMNATION. If Shell does not own the Premises, this Lease (a) is subject to all the provisions of the lease under which Shell is now entitled to possession and (b) shall terminate upon expiration or any sooner termination (by Shell or otherwise) of such lease, if and as permitted by law; and Lessee shall not commit or permit any act or omission which would impair or jeopardize Shell's interest under its lease. If all or any part of the Premises is condemned for public or quasi-public use as provided in article 10.1(c)(5), or

is (as it may be) voluntarily conveyed by Shell to any party having and intending to exercise the power so to condemn, either Shell or Lessee may terminate this Lease by giving the other notice (or advance notice if and as required by law); and whether or not this Lease is so terminated, Lessee assigns to Shell all of Lessee's right to or interest in any award or settlement for such condemnation or conveyance in lieu thereof, subject to Lessee's right to receive a portion of such compensation from Shell if and as required by law.

12. **LESSEE'S BUSINESS.** Nothing in this Lease shall be construed as reserving to Shell any right to exercise any control over, or to direct in any respect the conduct or management of, the business or operations of Lessee on the Premises; but the entire control and direction of such business and operations shall be and remain in Lessee, subject only to Lessee's performance of the obligations of this Lease. Neither Lessee nor any person performing any duties or engaged in any work on the Premises for or on behalf of Lessee shall be deemed an employee or agent of Shell, and none of them is authorized to impose on Shell any obligations or liability whatever. Except as provided by law, nothing in this Lease, or now or ever hereafter on or part of the Premises, shall be construed as granting to Lessee any franchise, license or other right to use any of Shell's trademarks, trade names, service marks or color schemes; and Shell reserves the right to remove or obliterate any thereof now or ever hereafter on or part of the Premises as to which Lessee does not have the right of use under any separate agreement.

13. **NOTICES.** Except as otherwise specified herein, every notice hereunder shall be in writing and, subject to any requirements of law, may be given to Lessee by personal service or to either Lessee or Shell by certified letter or telegram, and, in the latter instances, shall be deemed given when the letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or at such other address as such party may have substituted therefor by notice so given to the other.

14. **CONTINUATION OF RELATIONSHIP.** Neither Shell nor Lessee shall have any obligation to renew this Lease or continue their relationship established hereunder beyond the term specified in article 3, or of any extension thereof agreed to in writing by Shell and Lessee, except if and as required by law. If by operation or effect of law Shell is required to continue its relationship established hereunder with Lessee beyond the term specified in article 3 and the parties fail to extend or renew this Lease by written instrument, then the term of this Lease shall be extended on a month to month basis on the same terms and conditions as were last provided in this Lease for not more than six successive months, subject (a) to termination by either party as herein provided or (b) to nonrenewal by Shell at the end of any such month.

15. **RELATION TO EXISTING LAW.** To the extent that any provision of this Lease is in conflict with any law existing on the date hereof, such provision shall be deemed amended to conform with such law as it applies to this Lease at the time either party takes any action or exercises or claims any right hereunder.

16. **BUSINESS ENTITY OR JOINT LESSEE.** This article shall apply if Lessee is a business entity or composed of more than one person (i.e., any combination of natural persons and business entities).

16.1 **Joint and Several Obligations.** If Lessee is composed of more than one person, the obligations imposed hereunder shall be joint and several as to each such person, and all the obligations and grounds for termination specified in this Lease shall be deemed to apply to each such person with the same effect as though such person were the sole Lessee.

16.2 **Corporate Authority.** If Lessee is a corporation, Lessee shall deliver to Shell on execution of this Lease a certified copy of a resolution of its board of directors authorizing the execution of this Lease and designating the officers or agents who are authorized to receive personal delivery of notices hereunder directed to the corporation. Lessee may by notice to Shell designate additional or other persons for receipt of personally delivered notices by Shell.

16.3 Notices by Personal Service. If Lessee is a business entity or composed of more than one person, Shell may give notice by personal service on: (a) the officers or agents of a corporate Lessee as designated pursuant to article 16.2, (b) any partner of a partnership, (c) any personal representative, agent or employee of any other business entity or (d) on any such person who is a natural person.

16.4 Personal Obligations and Provisions. If Lessee is a business entity, all obligations and provisions hereof of a personal nature shall apply as if such business entity were a natural person, and shall also apply insofar as is legally possible and reasonably practicable, to those natural persons who have or exercise management responsibility for such business entity, including, without limitation, officers, directors or agents of corporations and partners of partnerships. Such business entity shall manage its affairs with respect to the personal obligations and provisions in a manner so as to give full force and effect to same.

17. ENTIRETY—EXECUTION—SUCCESSION. This Lease terminates, as of the beginning date of its term, any prior lease by Shell to Lessee of the Premises, and merges and supersedes all prior representations and agreements, and constitutes the entire contract between Shell and Lessee concerning the subject matter or in consideration hereof. Neither this Lease nor any subsequent agreement amending or supplementing this Lease shall be binding on Shell unless and until it is signed for Shell by a duly authorized representative. Subject to the foregoing provisions hereof, this Lease shall bind and benefit Lessee's heirs, estate and assigns, and Shell's successors and assigns.

EXHIBIT A IS ON PAGE 9 HEREOF.

EXECUTED as of the date first herein specified.

SHELL OIL COMPANY

Charles Abrams
Charles Abrams Lessee.

By Kenny L. Luey
Territory Manager

Executed on: 7-30, 1981.

Executed on: July 31, 1982

NOTE.....

PLEASE INITIAL THE LAST PAGE... "EXHIBIT A" MAINTENANCE OBLIGATION.

Exhibit A
to Motor Fuel Station Lease

LESSEE'S MAINTENANCE OBLIGATIONS (SEE ALSO ARTICLE 6)

- A. Yard
1. Natural landscaping: water, fertilize, weed and trim (or replace grass and shrubbery as necessary to maintain healthy and attractive condition.
 2. Artificial landscaping: Maintain and replace as necessary to preserve original appearance.
 3. Repair and replace sprinkler heads.
 4. Regularly remove leaves, debris and litter.
 5. Remove snow and ice from the Premises (including adjacent sidewalks, driveways and easements).
- B. Lighting
Maintain and replace all lamps and bulbs, ballasts, starters and sockets in the interior of building.
- C. Plumbing
1. Clear catch basins, clogged toilets, building lube bay drains and on-property sewer lines.
 2. Repair toilet flush mechanisms and leaky faucets.
 3. Drain water lines to prevent freezing.
- D. Heating-Air Conditioning
Replace air filters.
- E. Glasswork
Replace all window and door glass and mirrors, whenever cracked or broken, including damage due to vandalism and accidents.
- F. Floors
Restore floors to original condition upon removal of equipment installed by or at request of Lessee.
- G. Painting
Minor touch-up, in accordance with Shell's specifications.
- H. Tanks
1. Check daily for leakage and water. To assure early leak detection, maintain regular inventory controls and records (and permit Shell to inspect such records) in accordance with Shell's recommendations.
 2. Empty waste oil tank.
- I. Pumps-Dispensers
1. Lubricate any gasoline suction pumps in use. (Where motor and pump are contained in dispenser housing, lubricate suction pump weekly or as needed.
 2. Maintain and replace gasoline hoses and retractor cables.
 3. Maintain and replace pump glass.
 4. Maintain, repair and replace air and water hoses, nozzles, couplings and air chucks.
 5. Maintain, repair and replace gasoline nozzles and swivels.
- J. Air Compressor
1. Drain water once each week.
 2. Add or change oil per manufacturer's operating instructions.
 3. Maintain air filter per manufacturer's operating instructions.
 4. Oil motor bearings once each month.
- K. Other Equipment
Maintain, repair and replace any of the following normally in use: motor oil cabinets, cash boxes, tire changer, driveway bell system and all lubrication equipment.
- L. Miscellaneous
1. Repair and replace all locks and keys, door closers and latches.
 2. Lubricate overhead door tracks as needed.
 3. Replace electrical fuses and/or reset circuit breakers.
 4. Check weekly all fire extinguishers. Recharge as needed.
 5. Take necessary pest control measures.
 6. Repair any intercom system.

INITIALED FOR IDENTIFICATION:

SHELL

DEALER

Rev. 11/79

00065

THIS IS A LEASE dated March 7, 1984, between

THIS LEASE includes Exhibit A and any one or more of the documents checked below and attached hereto:

- The provisions of Exhibit A and any Addendum hereto shall control to the extent of any conflict between such provisions and the body of this Lease.

1. DEFINITIONS. As used in this Lease, whether in the singular or plural:

- (a) alteration shall mean any addition or change to, or modification, removal or replacement of, any building, improvement or equipment on the Premises;

- (b) business entity shall mean any legal entity which is not a natural person, including, without limitation, a partnership, corporation, trust, estate or association;

- (c) expiration shall mean the coming to an end of the term specified in article 3, or any extension thereof provided in article 14 or otherwise agreed to in writing by Shell and Lessee;

- (d) Law shall mean any applicable statute, constitution, ordinance, regulation, rule, administrative order or other requirement of any Federal, state or local government agency or authority, which, unless otherwise specified herein, is in effect either at the time of the execution of this Lease or any other time during the term;

- (e) maintenance shall mean, unless the context otherwise indicates, maintenance, repairs, replacement, inspection, repainting and cleaning;

- (f) nonrenewal shall mean a failure by Shell to continue or extend this Lease at the conclusion of the term specified in article 3, or of any extension thereof provided in article 14 or otherwise agreed to in writing by Shell and Lessee;

- (g) Premises shall mean collectively: the land owned or leased by Shell at the location identified in article 2, to the extent occupied for use as an automobile service station or motor fuel dispensing station, as designated in article 5.1, on the date of this Lease, or to be so occupied upon completion of such designated station which is proposed or under construction on the date of this Lease, and the buildings, improvements and equipment now or hereafter comprising the station on the land; and

- (b) termination shall mean the ending of the term 'for any reason before expiration, as defined herein.

2. LEASE. Shell hereby leases to Lessee, and Lessee hereby leases from Shell, the Premises located at 3801 Sepulveda @ Venice, Culver City, CA 90230 Subject to article 6.2, Lessee acknowledges that the Premises are in good and safe condition and repair. Shell shall have the right from time to time, without liability to Lessee, to make alterations of the Premises, but any such alteration shall not unreasonably interfere with or restrict the use for which the Premises are herein leased.

3. TERM. This lease shall be in effect for the term beginning on August 1, 1984, and ending on July 31, 1987, unless extended pursuant to article 14 or otherwise by written agreement, but may be terminated by Lessee at any time by giving Shell at least 90 days' notice, or may be terminated by Shell as provided in the succeeding articles hereof.

4. RENT. Lessee shall pay Shell, as rent for each calendar month, without deduction, set off, notice or demand, the sum specified in the following schedule, in advance not later than the first day of such month:

	Period	Monthly Rent
From ^{CH} <u>August 1 JULY 31</u> , 19 <u>84</u> through <u>July 31</u> , 19 <u>85</u>		^{WLB} \$ <u>2,425.00</u> ^{CH}
From <u>August 1</u> , 19 <u>85</u> through <u>July 31</u> , 19 <u>86</u>		\$ <u>2,665.00</u>
From <u>August 1</u> , 19 <u>86</u> through <u>July 31</u> , 19 <u>87</u>		\$ <u>2,935.00</u>
From <u> </u> , 19 <u> </u> through <u> </u> , 19 <u> </u>		\$ <u> </u>

Rent for any period less than a calendar month shall be prorated. The rent for each month shall be delivered to Shell at its address specified for notices hereunder or mailed to Shell in sufficient time to be received by the rental due date at such address as may be provided by Shell to Lessee in writing from time to time.

5. USE.

5.1 General. The Premises shall be used for operation of the (check applicable provision below):

☐

automobile service station existing on the date of this Lease, or existing upon completion of any such station proposed or under construction on the date of this Lease, including the retail sale of petroleum products and automotive accessories, and minor repairs and services for motor vehicles.

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motor fuel dispensing station existing on the date of this Lease, or existing upon completion of any such station proposed or under construction on the date of this Lease, including the retail sale of petroleum products and carry-out automotive accessories, but excluding any automotive repairs or services except such incidental services as are normally provided to vehicles receiving motor fuel while at the motor fuel dispensing driveway area (such as checking oil and coolant levels and cleaning windshields).

5.2 Lessee's Efforts. Lessee shall devote Lessee's best efforts to preserve the value of the Premises for the foregoing authorized use by serving effectively the public's and consumer's needs, and, to assure that end, shall keep the station open for operation and fully illuminated at least 24 hours each day (from 12:01 A.M. to 11:59 P.M.). Such hours of operation shall be subject to adjustment if and as required by law.



5.3 Use Prevented by Law. Either Shell or Lessee, at their respective options, may terminate this Lease on giving the other notice (or advance notice if and as required by law) if at any time any law shall operate or be enforced so as to prevent the continued use or occupancy of the Premises (either directly or by requiring specified alterations at a cost which is disproportionate to the value of the Premises for such continued use or occupancy) for the purposes for which such Premises were being used immediately prior to the effectiveness of such law or its enforcement, as the case may be.

5.4 Business Charges—Lawful Operations. Lessee shall satisfy all regulatory requirements and timely pay all charges incident to Lessee's use of the Premises and the business conducted thereon, including all Federal, state and local taxes and assessments (except ad valorem taxes on Shell's property), and license, permit, occupation and inspection taxes and fees, all water, sewer, waste disposal, gas, electricity, telephone and other utility charges (all meters and accounts for which shall be in Lessee's name unless Shell, in its discretion, directs otherwise), and all taxes on Lessee's property on the Premises; and if Lessee fails so to do, Shell may (but shall not be obligated to) pay the same and charge them to Lessee. Lessee shall not maintain or permit any animal or condition on the Premises which threatens the health, safety or well-being of customers. Lessee shall comply with all laws, licenses and permits relating to the Premises, or any use thereof or to any act or activity on the Premises including, without limitation, any such laws, licenses or permits pertaining to water and air pollution; and if Lessee fails timely to perform any obligation imposed on Lessee by any such laws, licenses or permits, Shell may (but shall not be obligated to) perform the same and charge the cost thereof to Lessee. Lessee shall not commit or permit any fraudulent or illegal act or activity or any consumption of intoxicating beverages or use of illegal drugs on the Premises.

5.5 Lessee Alterations. Lessee shall not make any alterations of the Premises without Shell's prior written consent, which consent shall not be unreasonably withheld. Any such alteration to which Shell may give its consent shall be made in accordance with plans and specifications and by a contractor approved by Shell, which approval shall not be unreasonably withheld. Except as otherwise agreed in writing by Shell, any alteration made by Lessee shall, at Shell's election, become a part of the Premises and the property of Shell. If Lessee should desire to alter any area of a motor fuel dispensing station for the purpose of operating the Premises other than as a motor fuel dispensing station, Lessee shall give Shell notice of its proposal to so alter the Premises at least 120 days prior to the effective date of the alteration. Shell shall not unreasonably withhold its consent to any such alteration, but may, as conditions for such consent, increase Lessee's rent hereunder to compensate Shell for the fair rental value of the altered Premises and require Lessee to restore the Premises to their condition existing prior to the proposed alteration upon the termination or expiration of this Lease. The terms of any such alteration shall be expressed in a written amendment of this Lease.

6. MAINTENANCE.

6.1 General. Subject to the following provisions of this article 6, Lessee shall at all times maintain the Premises (including adjacent sidewalks and driveways, easements and all landscaped areas) and Lessee's own property and equipment thereon in good condition and repair, and keep the same (including the rest rooms) neat, clean and orderly. To those ends and always promptly as needed, Lessee shall perform the maintenance to Shell's property (or any of Lessee's property) which is specified in Exhibit A hereto, including any such maintenance as may be required by law unless Shell is expressly required by the same or other law to bear the cost thereof; and if and whenever Lessee fails so to do, Shell may perform the same. Shell shall perform all other maintenance to Shell's property which Shell deems necessary or desirable, provided that Lessee gives Shell prompt notice of each such maintenance which Lessee deems necessary. As to any maintenance specified in Exhibit A which Lessee fails to perform, or as to any such other maintenance concerning which Lessee fails to give Shell the above-required notice, or which is necessitated, either partly or solely, by any negligent or otherwise wrongful act or omission of Lessee or Lessee's employees:

Shell may charge to Lessee its actual cost of performing such maintenance, or, in lieu of performing the same, may charge to Lessee what would have been the reasonable cost thereof. If the Premises are made substantially unfit for the intended use hereunder by any cause, either Shell or Lessee may terminate this Lease by giving the other notice (or advance notice if and as required by law) within 60 days after such unfitness commences. Shell may enter the Premises at any time for the purposes of inspecting the same (including the pump meters), gauging and testing tanks, performing maintenance and making alterations. Lessee shall not be released of any obligation for maintenance by the termination or expiration of this Lease.

6.2 Initial Maintenance. Within 10 days after the beginning date of the term of this Lease, Lessee may provide Shell a written statement of any maintenance for which Shell or any previous lessee (other than Lessee herein or any third party through whom Lessee claims an interest hereunder) may be responsible, and the preceding provisions of this article 6 shall apply to such maintenance. Lessee shall be responsible for any maintenance required on such beginning date regarding which Lessee fails to give Shell notice as above provided, and Shell shall be released of all responsibility therefor.

7. INDEMNITY—REPORTS. Lessee shall defend and indemnify Shell, its employees and agents, against all claims, suits, loss, liability and expenses on account of injury or death of persons (including Lessee and Lessee's employees and including injury to personal rights or relations) or damage to property (except Shell property as to maintenance for which Shell is responsible under article 6), or for liens on the Premises, caused by or happening in connection with the Premises (including adjacent sidewalks and driveways) or the condition, maintenance, possession or use thereof or the operations thereon; except any such injury, death or damage which has resulted solely from (a) the active negligence of Shell without any fault or negligence of Lessee or Lessee's employees or agents or (b) defects in Shell products not caused or contributed to by any fault or negligence of Lessee or Lessee's employees or agents. Within 24 hours after every occurrence of any such injury, death or damage, or the imposition of any such lien, Lessee shall report the same to Shell by telephone and shall thereafter promptly confirm the same by notice, including all circumstances thereof known to Lessee or Lessee's employees. Lessee shall further cooperate with Shell in its investigation and defense of any claims or suit involving Shell hereunder.

8. INSURANCE. During the term of this Lease, Lessee shall maintain in effect at Lessee's expense with respect to Lessee's operations at the Premises the following insurance or equivalent thereof:

- (a) legal liability insurance (including liability for fire and explosion) covering Lessee's liability for damage to or destruction of the Premises in the amount of the full insurable value of the Premises;
- (b) garage liability insurance (including liability for vehicles in Lessee's care, custody or control; products/completed operations; contractual obligations assumed in article 7 herein; and automobiles owned, non-owned or hired) with at least (1) a combined single limit for bodily/personal injury and property damage of \$500,000 per occurrence or, alternatively, (2) \$250,000 per person - \$500,000 per occurrence for bodily/personal injury and \$25,000 for property damage per occurrence; and
- (c) workers' compensation and employer's liability, in compliance with applicable state law.

Lessee shall, prior to the beginning date of the term of this Lease and when requested by Shell thereafter, provide Shell with evidence satisfactory to Shell showing that such insurance is in effect and will not be cancelled or materially changed without at least 15 days' prior written notice to Shell. Lessee shall further give Shell at least 15 days' prior notice if any such insurance will expire or lapse for any reason without being replaced by equivalent coverage.

9. ASSIGNMENT—SUBLEASING—ENCUMBRANCE.

9.1 General. This Lease is personal to Lessee. Except as otherwise provided in this article 9 or by law, Lessee shall not assign or encumber Lessee's interest in this Lease or in the Premises, or sublease all or any part of the Premise or permit any other arrangement having similar effect of such an assignment or sublease, or permit any other person to occupy or use all or any part of the Premises, either voluntarily, involuntarily or by operation of law, without Shell's prior written consent, which consent shall not be unreasonably withheld. No consent to any assignment, sublease or encumbrance shall constitute a further waiver of the provisions of this article.

9.2 Particular Acts. Without limitation, each of the following acts shall be considered an assignment subject to article 9.1:

(a) The transfer of this Lease upon death of Lessee, whether by will or operation of law.

(b) Lessee becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act; or, if Lessee is a partnership or is composed of more than one person or business entity, if any partner of the partnership or any such person or business entity is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors or institutes a proceeding under the Bankruptcy Act; provided that, in any of the foregoing cases, Lessee or other affected party shall have 60 days in which to have an involuntary proceeding dismissed.

(c) A writ of attachment or execution is levied on this Lease and not removed by Lessee within 10 days.

(d) In any proceeding or action to which Lessee is a party, a receiver is appointed with authority to take possession of the Premises and such receiver is not removed within 60 days.

(e) If Lessee is a partnership, a withdrawal or change (voluntary, involuntary or by operation of law) of any partner, or the dissolution of the partnership.

(f) If Lessee is a corporation, any dissolution, merger, consolidation or other reorganization, or other arrangement having similar effect, or the sale or transfer of any of the capital stock of Lessee.

(g) If Lessee is composed of more than one person, any change of interest (voluntary, involuntary or by operation of law) of any such person.

10. TERMINATION BY SHELL—OTHER REMEDIES.

10.1 Termination. Subject to any limitations imposed by law, Shell may, at its option, terminate this Lease upon notice (or advance notice if and as required by law) to Lessee for any one or more of the following grounds:

(a) failure by Lessee to comply with any provision of this Lease, which provision is both reasonable and of material significance to the relationship hereunder;

(b) failure by Lessee to exert good faith efforts to carry out the provisions of this Lease;

(c) occurrence of an event which is relevant to the relationship hereunder and as a result of which termination of this Lease is reasonable, including events such as:

(1) fraud or criminal misconduct by Lessee relevant to the operation of the Premises;

- (2) declaration of bankruptcy or judicial determination of insolvency of Lessee;
- (3) continuing severe physical or mental disability of Lessee of at least three months' duration which renders Lessee unable to provide for the continued proper operation of the Premises;
- (4) loss of Shell's right to grant possession of the Premises through expiration of an underlying lease;
- (5) condemnation or other taking, in whole or in part, of the Premises pursuant to the power of eminent domain;
- (6) destruction (other than by Shell) of all or a substantial part of the Premises;
- (7) failure by Lessee to pay to Shell in a timely manner when due rent and all other sums to which Shell is legally entitled;
- (8) failure by Lessee to operate the Premises for seven consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time;
- (9) knowing failure of Lessee to comply with Federal, state or local laws or regulations relevant to the operation of the Premises;
- (10) conviction of Lessee of any felony involving moral turpitude; and
- (11) death of Lessee;

(d) if this Lease is for a term of at least three years, or Lessee was offered a term of at least three years, a determination is made by Shell in good faith and in the normal course of business to withdraw from marketing of motor fuel through retail outlets in the relevant geographic market area in which the Premises are located; and

(e) any other ground for which termination is provided for hereunder or otherwise allowed by law.

10.2 Other Remedies. Following any termination or the expiration of this Lease, (a) Shell may re-enter and repossess the Premises, without prejudice to any other rights or remedies provided hereunder or by law, and (b) Lessee shall peacefully surrender the Premises to Shell. As to any of Lessee's property which Lessee fails to remove from the Premises at the termination or expiration of this Lease, Shell shall have the right to sell all or any part of same for Lessee's account on such terms as Shell may desire, but with the rights in Shell to apply the proceeds of such sale, after reimbursing itself for the costs thereof, to the payment of any indebtedness of Lessee to Shell, and to purchase any or all such personal property. All sums due by Lessee to Shell under the provisions of this Lease shall be payable by Lessee to Shell on demand, and shall bear interest therefrom at the rate of 8% per annum (or lesser maximum rate permitted by law) until paid. Either party's right to require strict performance of the other's obligations hereunder shall not be affected by any previous waiver, forbearance or course of dealing.

11. UNDERLYING ESTATES--CONDEMNATION. If Shell does not own the Premises, this Lease (a) is subject to all the provisions of the lease under which Shell is now entitled to possession and (b) shall terminate upon expiration or any sooner termination (by Shell or otherwise) of such lease, if and as permitted by law; and Lessee shall not commit or permit any act or omission which would impair or jeopardize Shell's interest under its lease. If all or any part of the Premises is condemned for public or quasi-public use as provided in article 10.1(c)(5), or

is (as it may be) voluntarily conveyed by Shell to any party having and intending to exercise the power so to condemn, either Shell or Lessee may terminate this Lease by giving the other notice (or advance notice if and as required by law); and whether or not this Lease is so terminated, Lessee assigns to Shell all of Lessee's right to or interest in any award or settlement for such condemnation or conveyance in lieu thereof, subject to Lessee's right to receive a portion of such compensation from Shell if and as required by law.

12. **LESSEE'S BUSINESS.** Nothing in this Lease shall be construed as reserving to Shell any right to exercise any control over, or to direct in any respect the conduct or management of, the business or operations of Lessee on the Premises; but the entire control and direction of such business and operations shall be and remain in Lessee, subject only to Lessee's performance of the obligations of this Lease. Neither Lessee nor any person performing any duties or engaged in any work on the Premises for or on behalf of Lessee shall be deemed an employee or agent of Shell, and none of them is authorized to impose on Shell any obligations or liability whatever. Except as provided by law, nothing in this Lease, or now or ever hereafter on or part of the Premises, shall be construed as granting to Lessee any franchise, license or other right to use any of Shell's trademarks, trade names, service marks or color schemes; and Shell reserves the right to remove or obliterate any thereof now or ever hereafter on or part of the Premises as to which Lessee does not have the right of use under any separate agreement.

13. **NOTICES.** Except as otherwise specified herein, every notice hereunder shall be in writing and, subject to any requirements of law, may be given to Lessee by personal service or to either Lessee or Shell by certified letter or telegram, and, in the latter instances, shall be deemed given when the letter is deposited in the U.S. mail or the telegram with the telegraph company, postage or charges prepaid, and addressed to the party for whom intended at such party's address first herein specified, or at such other address as such party may have substituted therefor by notice so given to the other.

14. **CONTINUATION OF RELATIONSHIP.** Neither Shell nor Lessee shall have any obligation to renew this Lease or continue their relationship established hereunder beyond the term specified in article 3, or of any extension thereof agreed to in writing by Shell and Lessee, except if and as required by law. If by operation or effect of law Shell is required to continue its relationship established hereunder with Lessee beyond the term specified in article 3 and the parties fail to extend or renew this Lease by written instrument, then the term of this Lease shall be extended on a month to month basis on the same terms and conditions as were last provided in this Lease for not more than six successive months, subject (a) to termination by either party as herein provided or (b) to nonrenewal by Shell at the end of any such month.

15. **RELATION TO EXISTING LAW.** To the extent that any provision of this Lease is in conflict with any law existing on the date hereof, such provision shall be deemed amended to conform with such law as it applies to this Lease at the time either party takes any action or exercises or claims any right hereunder.

16. **BUSINESS ENTITY OR JOINT LESSEE.** This article shall apply if Lessee is a business entity or composed of more than one person (i.e., any combination of natural persons and business entities).

16.1 **Joint and Several Obligations.** If Lessee is composed of more than one person, the obligations imposed hereunder shall be joint and several as to each such person, and all the obligations and grounds for termination specified in this Lease shall be deemed to apply to each such person with the same effect as though such person were the sole Lessee.

16.2 **Corporate Authority.** If Lessee is a corporation, Lessee shall deliver to Shell on execution of this Lease a certified copy of a resolution of its board of directors authorizing the execution of this Lease and designating the officers or agents who are authorized to receive personal delivery of notices hereunder directed to the corporation. Lessee may by notice to Shell designate additional or other persons for receipt of personally delivered notices by Shell.

16.3 Notices by Personal Service. If Lessee is a business entity or composed of more than one person, Shell may give notice by personal service on: (a) the officers or agents of a corporate Lessee as designated pursuant to article 16.2, (b) any partner of a partnership, (c) any personal representative, agent or employee of any other business entity or (d) on any such person who is a natural person.

16.4 Personal Obligations and Provisions. If Lessee is a business entity, all obligations and provisions hereof of a personal nature shall apply as if such business entity were a natural person, and shall also apply insofar as is legally possible and reasonably practicable, to those natural persons who have or exercise management responsibility for such business entity, including, without limitation, officers, directors or agents of corporations and partners of partnerships. Such business entity shall manage its affairs with respect to the personal obligations and provisions in a manner so as to give full force and effect to same.

17. ENTIRETY—EXECUTION—SUCCESSION. This Lease terminates, as of the beginning date of its term, any prior lease by Shell to Lessee of the Premises, and merges and supersedes all prior representations and agreements, and constitutes the entire contract between Shell and Lessee concerning the subject matter or in consideration hereof. Neither this Lease nor any subsequent agreement amending or supplementing this Lease shall be binding on Shell unless and until it is signed for Shell by a duly authorized representative. Subject to the foregoing provisions hereof, this Lease shall bind and benefit Lessee's heirs, estate and assigns, and Shell's successors and assigns.

EXHIBIT A IS ON PAGE 9 HEREOF.

EXECUTED as of the date first herein specified.

Charles Abrams
CHARLES ABRAMS Lessee

SHELL OIL COMPANY

By Adrian Ber
TERRITORY MANAGER

Executed on: 4-26, 1954

Executed on: 4/26, 1954

NOTE....

PLEASE INITIAL THE LAST PAGE..."EXHIBIT A" MAINTENANCE OBLIGATION.

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Exhibit A
to Motor Fuel Station Lease

LESSEE'S MAINTENANCE OBLIGATIONS (SEE ALSO ARTICLE 6)

- A. Yard
1. Natural landscaping: water, fertilize, weed and trim (or replace grass and shrubbery as necessary to maintain healthy and attractive condition.
2. Artificial landscaping: Maintain and replace as necessary to preserve original appearance.
3. Repair and replace sprinkler heads.
4. Regularly remove leaves, debris and litter.
5. Remove snow and ice from the Premises (including adjacent sidewalks, driveways and easements).
- B. Lighting
Maintain and replace all lamps and bulbs, ballasts, starters and sockets in the interior of building.
- C. Plumbing
1. Clear catch basins, clogged toilets, building lube bay drains and on-property sewer lines.
2. Repair toilet flush mechanisms and leaky faucets.
3. Drain water lines to prevent freezing.
- D. Heating-Air Conditioning
Replace air filters.
- E. Glasswork
Replace all window and door glass and mirrors, whenever cracked or broken, including damage due to vandalism and accidents.
- F. Floors
Restore floors to original condition upon removal of equipment installed by or at request of Lessee.
- G. Painting
Minor touch-up, in accordance with Shell's specifications.
- H. Tanks
1. Check daily for leakage and water. To assure early leak detection, maintain regular inventory controls and records (and permit Shell to inspect such records) in accordance with Shell's recommendations.
2. Empty waste oil tank.
- I. Pumps-Dispensers
1. Lubricate any gasoline suction pumps in use. (Where motor and pump are contained in dispenser housing, lubricate suction pump weekly or as needed.
2. Maintain and replace gasoline hoses and retractor cables.
3. Maintain and replace pump glass.
4. Maintain, repair and replace air and water hoses, nozzles, couplings and air chucks.
5. Maintain, repair and replace gasoline nozzles and swivels.
- J. Air Compressor
1. Drain water once each week.
2. Add or change oil per manufacturer's operating instructions.
3. Maintain air filter per manufacturer's operating instructions.
4. Oil motor bearings once each month.
- K. Other Equipment
Maintain, repair and replace any of the following normally in use: motor oil cabinets, cash boxes, tire changer, driveway bell system and all lubrication equipment.
- L. Miscellaneous
1. Repair and replace all locks and keys, door closers and latches.
2. Lubricate overhead door tracks as needed.
3. Replace electrical fuses and/or reset circuit breakers.
4. Check weekly all fire extinguishers. Recharge as needed.
5. Take necessary pest control measures.
6. Repair any intercom system.

INITIALED FOR IDENTIFICATION:

WAB
SHELL

CA
DEALER